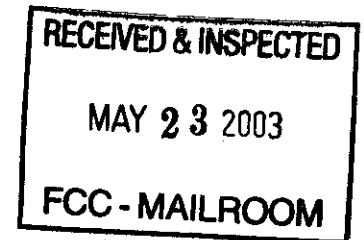


**PCR 01-022**



**PBX and Key System  
Technical Support and Maintenance**

**prepared for**

**Memphis City Schools**

**January 9, 2002**

IBM Global Services



**Attachment 10**

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## **1.0 Executive Summary**

IBM Global Services is pleased to provide technical support and maintenance services to Memphis City Schools (MCS) for PBX and Key Systems telephone switches.

IBM will provide technical support for problem determination and repair of hardware and software failures associated with the installed PBX and Key Systems telephone switches. Problems associated with telephone handsets will be the responsibility of the MCS technical staff. Problems associated with the telecommunications carrier will be the responsibility of the carrier.

## **2.0 Statement of Work**

This section defines the scope of service that will be provided by IBM under the terms and conditions of the *IBM Customer Agreement (Agreement)*. The tasks to be performed by IBM are defined and an estimated schedule is provided. In addition, the responsibilities of Memphis City Schools (MCS) are listed.

Changes to this Statement of Work will be processed in accordance with the procedure described as "Project Change Control Procedure."

### **2.1 Project Scope**

IBM will provide professional services for PBX and Key Systems Telephone Support for the period of July 1, 2002 through June 30, 2003. The scope of this project includes the following key elements:

- IBM will provide technical support for problem determination and problem source identification. Remedial repair activity will be performed on the hardware or software associated with the switch.
- Problems determined to be associated with the telecommunications carrier will be turned over to the carrier for resolution.
- Problems determined to be associated with the telephone handsets will be turned over to the MCS technical staff for resolution.
- Moves, Adds and Changes (MACs) are not included but may be addressed by separate agreement.

## **2.2 Key Assumptions**

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following key assumptions:

1. Work performed under this agreement will be primarily performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, except holidays, unless otherwise agreed to by MCS and IBM.
2. MCS will provide access to the building as needed to accommodate the on-site support activity.
3. Work will be performed at approximately 185 MCS sites in Memphis, Tennessee.
4. This PCR provides for technical labor only, all parts and supplies must be provided by MCS.
5. All calls must be placed to a centralized Call Center for initial screening. This PCR does not include the cost of the Call Center.
6. The success of this project will require the active participation of both MCS and IBM personnel. The appropriate MCS personnel will be available for consultation (i.e. interviews, review sessions, etc.) throughout the duration of the project.
7. Universal Services Funds Erate eligibility is indicated on this Statement of Work based upon a mutual understanding of eligible services by IBM and MCS.

## **2.3 IBM Responsibilities**

### **2.3.1 PBX and Key System On-site Technical Support (Erate Eligible)**

**Task Description:** The objective of this task is to provide on-site technical support for the PBX and Key Systems Telephone Switches installed in Memphis City Schools.

The following Subtasks will be performed:

1. IBM will respond to service requests from an MCS supplied Call Center for problems associated with PBX or Key Systems Telephone Switches.
2. A technical specialist will perform problem determination and problem source identification. The specialist will determine the failing hardware or software within the telephone switch and initiate follow-on activity to resolve the problem.
3. Problems determined to be related to the telephone handset will be routed back to the Call Center for resolution by the MCS technical staff.
4. Problems determined to be related to the telecommunications carrier will be routed back to the Call Center for resolution by the carrier.

**Completion Criteria:** This task is complete when the period of service coverage has been renewed or expired.

**Deliverables:**

Monthly problem report

## **2.4 MCS Responsibilities**

The responsibilities listed in this section are in addition to those responsibilities specified in the *Agreement* and are to be provided at no charge to IBM.

### **2.4.1 MCS Project Manager**

Prior to the start of this Statement of Work under the Agreement, MCS will designate a person, called the MCS Project Manager, to whom all IBM communications will be addressed and who has the authority to act for MCS in all aspects of the contract.

The responsibilities of the MCS Project Manager include:

1. Ensuring the MCS Call Center provides initial call screening, tracking, and problem follow-up as required.
2. Serving as the interface between the IBM project team and all MCS departments participating in this project.
3. Administering Project Change Control, with the IBM Project Manager, in accordance with the Project Change Control Procedure.
4. Resolution of deviations from support plans which may be caused by MCS.
5. Performance of appropriate MCS responsibilities associated with E-rate procedures and guidelines.

### **2.4.2 Security, Laws, Regulations, and Statutes,**

1. MCS is responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.
2. MCS is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect MCS application systems or programs which IBM will have access to during this project.
3. It is the responsibility of MCS to assure that the resulting systems and programs meet the requirements of those laws.

## **2.5 Deliverable Materials**

Type I - None

Type II

Monthly Status Report

## **2.6 Completion Criteria**

IBM shall have fulfilled its obligations under this Statement of Work when any one (1) of the following first occurs:

- IBM accomplishes the IBM tasks described in "IBM Responsibilities," including delivery to MCS of the materials listed in "Deliverable Materials".
- MCS or IBM terminates the Project in accordance with the provisions of the *Agreement*.

## **2.7 Project Change Control**

The following provides a detailed process to follow if a change to this Statement of Work is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. IBM will specify any charges for such investigation. If the investigation is authorized, the Project Managers will sign the PCR which will constitute approval for the investigation charges. IBM will invoice MCS for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the *Agreement*.
- A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties to authorize implementation of the investigated changes.

## **2.8 Estimated Schedule**

The estimated schedule is:

Estimated Start Date: July 01, 2002      Estimated End Date: June 30, 2003

## 2.9 Charges

The price for performing the IBM tasks defined in the Statement of Work is:

### MCS PBX & Key System Support

	Unit	Units	Total Monthly	Total Annually
Monthly Flat rate per site includes 1st Hour of each call		185	\$12,950	\$155,400
Hourly Over 1 hour		16	\$1,488	\$17,856
Hourly After Hours		8	\$1,120	\$13,440
Emergency Call				
Flat		1	\$168	\$2,016
Hourly		3	\$420	\$5,040
<b>Total</b>			<b>\$16,146</b>	<b>\$193,752</b>

MCS will be invoiced monthly payable upon receipt.

This offer will expire on February 16, 2002.



### 3.0 IBM Change Authorization for Project Support Services

Each of us agrees to modify the referenced Statement of Work and any applicable terms as follows:

**IBM will modify the existing agreement as described in the Scope of Services described in this document**

IBM and Memphis City Schools mutually agree that final approval of this project may be subject to review by the Memphis City Schools Board of Education and the availability of Universal Services Funds(E-rate). If funding or approval is not committed, no products or services will be delivered and this Change Authorization is void. If partial funding is committed, the products and services will be adjusted based upon a mutually agreed scope of effort.


**Charges:** \$193,752

We agree to incorporate the changes described in this PCR provided you accept this PCR on or before February 16, 2002 by signing in the space provided below.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) the referenced Statement of Work, and 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of us).

Agreed to: **Memphis City Schools**

By:



Authorized Signature

Name (type or print) **Nancy Richie**

Date: **1/15/02**

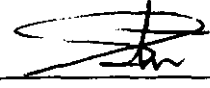
Customer Number: **5683003**

Customer Address: **2597 Avery Avenue  
Memphis, TN 38112**

Project Name or Identifier: **Technology Business  
Management Contract**

Agreed to: **International Business Machines  
Corporation Armonk, New York 10504**

By:



Authorized Signature

Name (type or print) **J M Steen**

Date: **1-15-02**

Reference Agreement Number: **5J21301**

Reference Statement of Work number:

Change Authorization Number: **PCR 01-022**

IBM Office Number: **NFK**


IBM Office Address: **6410 Poplar Ave. Suite 800  
Memphis, TN 38119**

IBM Statement of Work

PBX and Key System

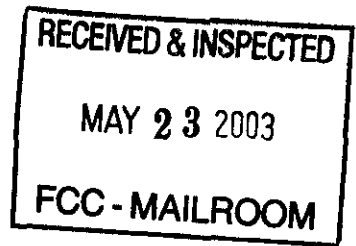
PCR 01-022

Technical Support & Maintenance

 **1/15/2002**



**PCR 01-023**



**Centrex Telephone System  
Support**

**prepared for**

**Memphis City Schools**

**January 14, 2002**

IBM Global Services



**Attachment 11**

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## 1.0 Executive Summary

IBM Global Services is pleased to provide professional services to Memphis City Schools (MCS) for Centrex Telephone System Support

IBM will provide on-site technical support for problem determination and problem source identification. The IBM specialist will coordinate problem resolution activity with the Centrex Telephone System provider, XO Tennessee, Inc. The on-site specialist will coordinate and IBM will install additional telephone cabling required to add additional telephone lines.

## 2.0 Statement of Work

This section defines the scope of service that will be provided by IBM under the terms and conditions of the *IBM Customer Agreement (Agreement)*. The tasks to be performed by IBM are defined and an estimated schedule is provided. In addition, the responsibilities of Memphis City Schools (MCS) are listed.

Changes to this Statement of Work will be processed in accordance with the procedure described as "Project Change Control Procedure."

The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and/or other terms of the *Agreement*.

### 2.1 Key Assumptions

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following key assumptions:

1. Work performed under this agreement will be primarily performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, except holidays, unless otherwise agreed to by MCS and IBM.
2. All repair related to telephone handsets will be the responsibility of MCS and is not include in this statement of work.
3. MCS will provide access to the building as needed to accommodate the on-site support activity.
4. Work will be performed at approximately 184 MCS sites in Memphis, Tennessee.
5. The success of this project will require the active participation of both MCS and IBM personnel. The appropriate MCS personnel will be available for consultation (i.e. interviews, review sessions, etc.) throughout the duration of the project.
6. Universal Services Funds Erate eligibility is indicated on this Statement of Work based upon a mutual understanding of eligible services by IBM and MCS.

## **2.2 IBM Responsibilities**

### **2.2.1 Centrex On-site Technical Support (Erate Eligible)**

**Task Description:** The objective of this task is to provide on-site technical support for the Centrex Telephone Service provided to each school by XO Tennessee, Inc.

The following Subtasks will be performed:

1. IBM will provide an on-site technical specialist for problem determination and problem source identification. This specialist will determine the failing area within the telephone system and initiate follow-on activity to resolve the problem.
2. The on-site specialist will initiate service requests to the Centrex service provider, XO Tennessee, Inc., for problems determined to be in the XO Centrex system. The specialist will provide problem information and coordinate technical efforts until resolution.
3. The On-site technical specialist will coordinate required additional telephone cabling for the Centrex Telephone System within the schools.
4. Per MCS specifications, IBM will install up to 400 feet of CAT5e or CAT6 plenum cable providing a new pathway and including conduit, boxes, and face plates for each new telephone line. Additional charges may be required if the telephone system networking environment is at capacity or other requirements are necessary at that site. The maximum number of cable installations is 184.

**Completion Criteria:** This task is complete when the period of service coverage has been renewed or expired.

**Deliverables:**

Monthly Status Report

## **2.3 MCS Responsibilities**

The responsibilities listed in this section are in addition to those responsibilities specified in the *Agreement* and are to be provided at no charge to IBM.

### **2.3.1 MCS Project Manager**

Prior to the start of this Statement of Work under the Agreement, MCS will designate a person, called the MCS Project Manager, to whom all IBM communications will be addressed and who has the authority to act for MCS in all aspects of the contract.

The responsibilities of the MCS Project Manager include:

1. Addressing problems related to telephone handsets and ensuring appropriate resolution.
2. Serving as the interface between the IBM project team and all MCS departments participating in this project.

3. Administering Project Change Control, with the IBM Project Manager, in accordance with the Project Change Control Procedure.
4. Attendance at project status meetings.
5. Providing timely information, data, decisions, approvals, and resolve project issues within the MCS organization, as necessary.
6. Resolution of deviations from project plans which may be caused by MCS.
7. Providing appropriate personnel to support user related project tasks such as MCS systems administration, application support, end user requirements, and all MCS systems interfaces.
8. Performance of appropriate MCS responsibilities associated with E-rate procedures and guidelines.

### **2.3.2 Security, Laws, Regulations, and Statutes,**

1. MCS is responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.
2. MCS is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect MCS application systems or programs which IBM will have access to during this project.
3. It is the responsibility of MCS to assure that the resulting systems and programs meet the requirements of those laws.

## **2.4 Deliverable Materials**

**Type I - None**

**Type II - Monthly Status Report**

## **2.5 Completion Criteria**

IBM shall have fulfilled its obligations under this Statement of Work when any one (1) of the following first occurs:

- IBM accomplishes the IBM tasks described in "IBM Responsibilities," including delivery to MCS of the materials listed in "Deliverable Materials".
- MCS or IBM terminates the Project in accordance with the provisions of the *Agreement*.

## 2.6 Project Change Control

The following provides a detailed process to follow if a change to this Statement of Work is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. IBM will specify any charges for such investigation. If the investigation is authorized, the Project Managers will sign the PCR which will constitute approval for the investigation charges. IBM will invoice MCS for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the *Agreement*.
- A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties to authorize implementation of the investigated changes.

## 2.7 Estimated Schedule

The estimated schedule is:

Estimated Start Date: July 01, 2002      Estimated End Date: June 30, 2003

## 2.8 Charges

The price for performing the IBM tasks defined in the Statement of Work is:

	Monthly Per Site	Annual Per Site	Annual 184 Sites
<b>Centrex On-Site Technical Support</b>			
Erate Eligible	\$ 155	\$ 1,860	\$ 342,240

*1761 sites*

MCS will be invoiced monthly payable upon receipt.

This offer will expire on February 16, 2002.



### 3.0 IBM Change Authorization for Project Support Services

Each of us agrees to modify the referenced Statement of Work and any applicable terms as follows:

- Centrex On-Site Technical Support

IBM and Memphis City Schools mutually agree that final approval of this project may be subject to review by the Memphis City Schools Board of Education and the availability of Universal Services Funds(E-rate). If funding or approval is not committed, no products or services will be delivered and this Change Authorization is void. If partial funding is committed, the products and services will be adjusted based upon a mutually agreed scope of effort.

**Charges:** \$ 342,240


We agree to incorporate the changes described in this PCR provided you accept this PCR on or before February 16, 2002 by signing in the space provided below.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) the referenced Statement of Work, and 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of us).

Agreed to: **Memphis City Schools**

Agreed to: **International Business Machines Corporation Armonk, New York 10504**

By:



Authorized Signature

Name (type or print) **Nancy Richie**

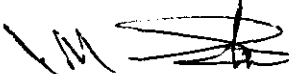
Date: **1/16/02**

Customer Number: **5683003**

Customer Address: **2597 Avery Avenue  
Memphis, TN 38112**

Project Name or Identifier: **Technology Business  
Management Contract**

By:



Authorized Signature

Name (type or print) **J M Steen**

Date: **1-16-02**

Reference Agreement Number: **5J21301**

Reference Statement of Work number: **CFTD7WG**

Change Authorization Number: **PCR 01-023**

IBM Office Number: **NFK**

IBM Office Address: **6410 Poplar Ave. Suite 800  
Memphis, TN 38119**

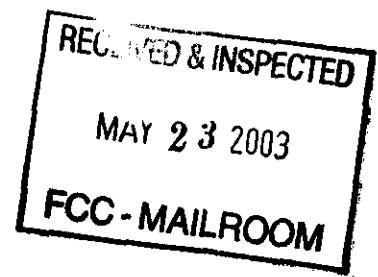
IBM Statement of Work

Centrex Telephone System

PCR 01-023



**1/16/02** Support



**PCR 01-024  
for the**

**Memphis City Schools  
Network Infrastructure Project:  
Network Enhancements**

**prepared for**

**Memphis City Schools**

**January 15, 2002**

IBM Global Services







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## EXECUTIVE SUMMARY

The Memphis City Schools (MCS) Network Infrastructure Project provides growth and enhancements to the MCS Network to meet the technology demands of a growing district.

The objective of this change order is to provide MCS with additional cabling and network components required to expand the network in existing schools and increase the availability of the existing ATM network in all schools.

IBM will procure and coordinate all vendor services required to install the additional network cabling and network components.

Completion of the Network Enhancement Cabling Project is planned for the period of July 1, 2002 through June 30, 2003.

### 1.0 Statement of Work

This section and all sections that follow in this document define the scope of service that will be provided by IBM under the terms and conditions of the *IBM Customer Agreement (Agreement)*. The tasks to be performed by IBM are defined and an estimated schedule is provided. In addition, the responsibilities of Memphis City Schools (MCS) are listed in:

“Section 4.0 MCS Responsibilities”

The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and/or other terms of the *Agreement*.

Changes to this Statement of Work will be processed in accordance with the procedure described in: “Section 8.0 Project Change Control Procedure”.

### 2.0 Assumptions

- 2.1 IBM and its business partners will provide electrical installation services in existing schools.
- 2.2 Additional charges could be incurred due to specific architectural elements at some schools.
- 2.3 IBM assumes no responsibility for the detection, abatement, or removal of any asbestos materials in any effected schools. Memphis City Schools retains all responsibility for detection, abatement, or removal of any asbestos materials.
- 2.4 MCS will procure, install and provide a server configured as specified by APC to run the PowerChute Inventory Manager software.



## 3.0 IBM Responsibilities

### 3.1 Installation of a Cabling Infrastructure and UPS equipment

**Task Description:** The objective of this task is to provide MCS with additional cabling services in its existing schools. IBM will also provide procurement and installation services for UPS equipment in all MCS schools.

The following subtasks will be performed by IBM:

- 3.1.1 Provide an IBM Project Manager to serve as the interface between MCS and all IBM provided vendors and services utilized on this project.
- 3.1.2 Prepare and submit a schedule for MCS acceptance to install required cabling in all designated MCS locations.
- 3.1.3 Procure and coordinate all vendor services required to install the required cabling and designated network components in all designated MCS locations in accordance with the MCS provided specifications for each MCS location.
- 3.1.4 Procure and install APC AP9606 Network Feature Card in all UPS equipment in all IDF and MDF locations, as indicated in "Attachment A".
- 3.1.5 Procure and install APC PowerChute Inventory Manager at MCS Avery location, as indicated in "Attachment A".
- 3.1.6 Maintain the project schedule and conduct weekly project status meetings to communicate project status to all departments and individuals involved in the project.
- 3.1.7 Document and ensure resolution of project issues related to the products and services provided by IBM.
- 3.1.8 With the MCS Project Manager, administer Project Change Control in accordance with "Section 8.0 Project Change Control Procedure".
- 3.1.9 Perform appropriate responsibilities associated with E-rate procedures and guidelines.

**Completion Criteria:** This task is complete for each location upon the inspection and acceptance by MCS at each location that all specified components have been provided and installed in accordance with the specifications provided by MCS.

**Deliverables:**

- Status Reports and all updates included therein.
- Test results for all installed cabling at each MCS location.
- A copy of all required permits for each location.
- A copy of the P. E. Certified drawings for each location, if required by Code Enforcement, will be provided by IBM and it's business partners.
- A copy of BICSI certification for each individual installing Cat 6 cabling at each location.
- Completed MCS CEDR's

---

## 4.0 MCS Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the *Agreement* and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by MCS.

### 4.1 MCS Project Manager

Prior to the start of this Statement of Work under the Agreement, MCS will designate a person, called the MCS Project Manager, to whom all IBM communications will be addressed and who has the authority to act for MCS in all aspects of the contract.

The responsibilities of the MCS Project Manager include:

- 4.1.1 Serve as the interface between the IBM project team and all MCS departments participating in this project.
- 4.1.2 With the IBM Project Manager, administer Project Change Control in accordance with "Section 8.0 Project Change Control Procedure."
- 4.1.3 Attend project status meetings.
- 4.1.4 Obtain and provide timely information, data, decisions and approvals.
- 4.1.5 Resolve deviations from project plans, which may be caused by MCS.
- 4.1.6 Help resolve project issues and escalate issues within the MCS organization, as necessary.
- 4.1.7 Perform appropriate responsibilities associated with E-rate procedures and guidelines.

### 4.2 Office Space and Other Facilities

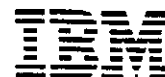
MCS will:

- 4.2.1 Provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to MCS project teams for the IBM Project Team while working on MCS premises.
- 4.2.2 Provide all necessary machine time, related services, and supplies required to support project tasks.

### 4.3 Specifications, Installations, Inspections and Change Control

MCS will:

- 4.3.1 Provide a list of all locations to be cabled.
- 4.3.2 Provide detailed specifications and a site plan for each location to be cabled.
- 4.3.3 Perform final inspection and upon acceptance of work performed at each location, sign a completion certificate for each location.
- 4.3.4 Provide detailed requirements for overall project specification changes should they occur and assist with the administration of "Section 8.0 Project Change Control Procedures".



---

## 5.0 Security, Laws, Regulations, and Statutes,

MCS is responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.

MCS is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect MCS application systems or programs which IBM will have access to during this project.

It is the responsibility of MCS to assure that the resulting systems and programs meet the requirements of those laws.

## 6.0 Deliverable Materials

The following items will be delivered to MCS under this Statement of Work.

### Type I Materials

None

### Type II Materials

- Weekly Status Report
- Test Results
- Permits
- Certified Drawings
- BICSI Certifications

## 7.0 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one (1) of the following first occurs:

- IBM accomplishes the IBM tasks described in "IBM Responsibilities," including delivery to MCS of the materials listed in "Deliverable Materials".
- MCS or IBM terminates the Project in accordance with the provisions of the *Agreement*.



## 8.0 Project Change Control Procedures

The following provides a detailed process to follow if a change to this Statement of Work (SOW) is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement. IBM will specify any charges for such PCR. If the PCR is authorized, the Project Managers will sign the PCR, which will constitute approval for the PCR charges. IBM will invoice MCS for any such charges.

A written Change Authorization must be signed by both parties to authorize implementation of the investigated changes.

## 9.0 Estimated Schedule

The estimated schedule is:

Estimated Start Date: July 01, 2002

Estimated End Date: June 30, 2003

## 10.0 Charges

E-Rate Eligible	\$ 5,845,078.00
Non E-Rate Eligible	<u>\$ 4,828,523.00</u>
Total Estimated Charges	<b>\$10,673,601.00</b>

MCS will be invoiced monthly for the actual quantity of products and services provided within each monthly period.

Charges for the specific IBM products and services are listed in "Attachment A".

These invoices are payable upon receipt.

MCS will be invoiced for IBM products in accordance with the applicable *Agreement* Transaction Documents.



## **11.0 IBM Change Authorization for Project Support Services**

*Each of us agrees to modify the referenced Statement of Work and any applicable terms as follows:*

The objective of this change order is to provide MCS with additional cabling and network components required to expand the network in existing schools and increase the availability of the existing ATM network in all schools.

IBM will procure and coordinate all vendor services required to install the additional network cabling and network components.

Charges for the specific IBM products and services are listed in "Attachment A".

Estimated Total Charges: **\$10,673,601.00**

IBM and Memphis City Schools mutually agree that final approval of this project is subject to the approval of the Memphis City Schools Board of Education and the availability of Universal Services Funds(E-rate). If funding or approval is not committed, no products or services will be delivered and this Change Authorization is void. If partial funding is committed, the levels of products and services will be adjusted accordingly.

We agree to provide the Services described in this Project Change Request/Authorization provided you accept this Project Change Request/Authorization, without modification, by signing in the space below on or before **03/08/2002**.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) the referenced Statement of Work, and 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of us).

Agreed to: **Memphis City Schools**

By:



Authorized Signature

Name (type or print) Nancy Richie

Date: 1/16/02

Customer Number: **5683003**

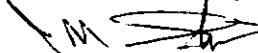
Customer Address: **2597 Avery Avenue**

**Memphis, TN 38112**

Project Name or Identifier: **Technology Business  
Management Contract**

Agreed to: **International Business Machines  
Corporation Armonk, New York 10504**

By:



Authorized Signature

Name (type or print) J. M. Stoev

Date: 1-16-02

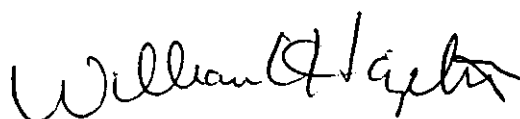
Reference Agreement Number: **SJ21301**

Reference Statement of Work number:

Change Authorization Number: **PCR 01-024**

IBM Office Number: **005**

IBM Office Address: **6410 Poplar Ave. Suite 800  
Memphis, TN 38119**

 1/16/02

MCS PCR 01-024 Network Enhancements  
Attachment A

School Name	Entry	Discount	2024-2025				2025-2026				2026-2027				2027-2028				2028-2029				2029-2030				2030-2031				2031-2032				2032-2033				2033-2034				2034-2035				2035-2036				2036-2037				2037-2038				2038-2039				2039-2040				2040-2041				2041-2042				2042-2043				2043-2044				2044-2045				2045-2046				2046-2047				2047-2048				2048-2049				2049-2050				2050-2051				2051-2052				2052-2053				2053-2054				2054-2055				2055-2056				2056-2057				2057-2058				2058-2059				2059-2060				2060-2061				2061-2062				2062-2063				2063-2064				2064-2065				2065-2066				2066-2067				2067-2068				2068-2069				2069-2070				2070-2071				2071-2072				2072-2073				2073-2074				2074-2075				2075-2076				2076-2077				2077-2078				2078-2079				2079-2080				2080-2081				2081-2082				2082-2083				2083-2084				2084-2085				2085-2086				2086-2087				2087-2088				2088-2089				2089-2090				2090-2091				2091-2092				2092-2093				2093-2094				2094-2095				2095-2096				2096-2097				2097-2098				2098-2099				2099-2100				2100-2101				2101-2102				2102-2103				2103-2104				2104-2105				2105-2106				2106-2107				2107-2108				2108-2109				2109-2110				2110-2111				2111-2112				2112-2113				2113-2114				2114-2115				2115-2116				2116-2117				2117-2118				2118-2119				2119-2120				2120-2121				2121-2122				2122-2123				2123-2124				2124-2125				2125-2126				2126-2127				2127-2128				2128-2129				2129-2130				2130-2131				2131-2132				2132-2133				2133-2134				2134-2135				2135-2136				2136-2137				2137-2138				2138-2139				2139-2140				2140-2141				2141-2142				2142-2143				2143-2144				2144-2145				2145-2146				2146-2147				2147-2148				2148-2149				2149-2150				2150-2151				2151-2152				2152-2153				2153-2154				2154-2155				2155-2156				2156-2157				2157-2158				2158-2159				2159-2160				2160-2161				2161-2162				2162-2163				2163-2164				2164-2165				2165-2166				2166-2167				2167-2168				2168-2169				2169-2170				2170-2171				2171-2172				2172-2173				2173-2174				2174-2175				2175-2176				2176-2177				2177-2178				2178-2179				2179-2180				2180-2181				2181-2182				2182-2183				2183-2184				2184-2185				2185-2186				2186-2187				2187-2188				2188-2189				2189-2190				2190-2191				2191-2192				2192-2193				2193-2194				2194-2195				2195-2196				2196-2197				2197-2198				2198-2199				2199-2200				2200-2201				2201-2202				2202-2203				2203-2204				2204-2205				2205-2206				2206-2207				2207-2208				2208-2209				2209-2210				2210-2211				2211-2212				2212-2213				2213-2214				2214-2215				2215-2216				2216-2217				2217-2218				2218-2219				2219-2220				2220-2221				2221-2222				2222-2223				2223-2224				2224-2225				2225-2226				2226-2227				2227-2228				2228-2229				2229-2230				2230-2231				2231-2232				2232-2233				2233-2234				2234-2235				2235-2236				2236-2237				2237-2238				2238-2239				2239-2240				2240-2241				2241-2242				2242-2243				2243-2244				2244-2245				2245-2246				2246-2247				2247-2248				2248-2249				2249-2250				2250-2251				2251-2252				2252-2253				2253-2254				2254-2255				2255-2256				2256-2257				2257-2258				2258-2259				2259-2260				2260-2261				2261-2262				2262-2263				2263-2264				2264-2265				2265-2266				2266-2267				2267-2268				2268-2269				2269-2270				2270-2271				2271-2272				2272-2273				2273-2274				2274-2275				2275-2276				2276-2277				2277-2278				2278-2279				2279-2280				2280-2281				2281-2282				2282-2283				2283-2284				2284-2285				2285-2286				2286-2287				2287-2288				2288-2289				2289-2290				2290-2291				2291-2292				2292-2293				2293-2294				2294-2295				2295-2296				2296-2297				2297-2298				2298-2299				2299-2300				2300-2301				2301-2302				2302-2303				2303-2304				2304-2305				2305-2306				2306-2307				2307-2308				2308-2309				2309-2310				2310-2311				2311-2312				2312-2313				2313-2314				2314-2315				2315-2316				2316-2317				2317-2318				2318-2319				2319-2320				2320-2321				2321-2322				2322-2323				2323-2324				2324-2325				2325-2326				2326-2327				2327-2328				2328-2329				2329-2330				2330-2331				2331-2332				2332-2333				2333-2334				2334-2335				2335-2336				2336-2337				2337-2338				2338-2339				2339-2340				2340-2341				2341-2342				2342-2343				2343-2344				2344-2345				2345-2346				2346-2347				2347-2348				2348-2349				2349-2350				2350-2351				2351-2352				2352-2353				2353-2354				2354-2355				2355-2356				2356-2357				2357-2358				2358-2359				2359-2360				2360-2361				2361-2362				2362-2363				2363-2364				2364-2365				2365-2366				2366-2367				2367-2368				2368-2369				2369-2370				2370-2371				2371-2372				2372-2373				2373-2374				2374-2375				2375-2376				2376-2377				2377-2378				2378-2379				2379-2380				2380-2381				2381-2382				2382-2383				2383-2384				2384-2385				2385-2386				2386-2387				2387-2388				2388-2389				2389-2390				2390-2391				2391-2392				2392-2393				2393-2394				2394-2395				2395-2396				2396-2397				2397-2398				2398-2399				2399-2400				2400-2401				2401-2402				2402-2403				2403-2404				2404-2405				2405-2406				2406-2407				2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School Name	Entry	Discount	Element Switch	AP/IB APC	Access Point	2008	ELAS Entry	ST-AC	ST-ATBU	Cart Data	7th Century	Library Cart	Cart Drops	in previous	Scale	at Bus	21 Shared	Information	Phone	Direct	APC-ATC	2008	AP/IB APC	Access Point	2008	ELAS	ST-AC	ST-ATBU	Cart Data	7th Century	Library Cart	Cart Drops	in previous	Scale	at Bus	21 Shared	Information	Phone	Direct	APC-ATC	2008	AP/IB APC	Access Point	2008	ELAS	ST-AC	ST-ATBU	Cart Data	7th Century	Library Cart	Cart Drops	in previous	Scale	at Bus	21 Shared	Information	Phone	Direct	APC-ATC	2008	AP/IB APC	Access Point	2008	ELAS	ST-AC	ST-ATBU	Cart Data	7th Century	Library Cart	Cart Drops	in previous	Scale	at Bus	21 Shared	Information	Phone	Direct	APC-ATC	2008	AP/IB APC	Access Point	2008	ELAS	ST-AC	ST-ATBU	Cart Data	7th Century	Library Cart	Cart Drops	in previous	Scale	at Bus	21 Shared	Information	Phone	Direct	APC-ATC	2008	AP/IB APC	Access Point	2008	ELAS	ST-AC	ST-ATBU	Cart Data	7th Century	Library Cart	Cart Drops	in previous	Scale	at Bus	21 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